THE HON'BLE SRI JUSTICE V.V.S.RAO

WRIT PETITION NO.27660 OF 2005

DATED:27.12.2005

Between:

K. Ananda Rao

…Petitioner

And

The Andhra Pradesh Housing Board,

Rep. by its Chairman, Gruhakalpa,

M.J.Road, Hyderabad and others

…Respondents

THE HON'BLE SRI JUSTICE V.V.S.RAO

WRIT PETITION NO.27660 OF 2005

ORDER:

The petitioner seeks a Writ of Mandamus declaring the auction notification issued by second respondent dt.22.11.2005 dividing plot No.12 admeasuring 500.88 Sq.yards at Srikakulam into four plots as illegal and arbitrary. The petitioner also seeks a consequential direction to the respondents to restore possession of plot No.12 to him.

The fact of the matter is in a narrow compass. In 1995, the respondents conducted auction to sell the housing plots near Z.P. Layout, Srikakulam. The petitioner became highest bidder by quoting Rs.1,25,720/- and made initial payment of Rs.31,430/-. He also allegedly paid a sum of Rs.41,290/- by way of demand draft.

Subsequently, he requested the second respondent to extend the time for payment of balance amount, in vain. He also stated that the auction conducted in 1995 was confirmed in his favour, but the boundaries of the plot were not duly affixed on the ground. On 6.12.2005 the petitioner allegedly approached the second respondent to pay the balance of amount when he was informed that the petitioner's plot No.12 is put to auction. Hence, present Writ Petition is filed.

Learned counsel for the petitioner submits that the allotment of plot No.12 in Z.P. Layout to the petitioner was never cancelled and therefore the action of the respondents in re-auctioning the same is illegal and arbitrary, especially when the petitioner is willing to pay the balance amount. **Per contra**, after getting instructions in the matter, learned Standing Counsel for the A.P. Housing Board submits that as per the relevant Rules, the successful bidder in auction has to pay balance sale amount within a period of thirty days from the date of confirmation, that in the event of default, the allotment stands cancelled and the amount paid shall be forfeited to the Housing Board and that by letter dt.11.7.1997 the allotment made in favour of the petitioner was duly cancelled forfeiting the amount, which was intimated to the petitioner. It is further stated that the petitioner approached the second respondent in October 2005 and he was duly informed by letter dt.25.10.2005 about cancellation and forfeiture of the amount and thereafter steps were initiated to auction the property.

The petitioner has not filed the orders allotting the plot and confirming the said allotment in his favour. The letter dt.25.10.2005 addressed by second respondent to the petitioner itself would show that the allotment made in favour of the petitioner was cancelled and the same was intimated to him by letter dt.11.7.1997. The petitioner did not choose to challenge the same and at this point of time, the petitioner's contention that the said letter is not received by him cannot be accepted. If the petitioner is so advised, he may approach the second respondent and obtain a copy of the letter dt.11.7.1997 and seek redressal before appropriate forum. In this Writ Petition, no relief can be granted to the petitioner.

The Writ Petition is accordingly dismissed.

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(V.V.S.RAO, J)

27.12.2005

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